

Hearing Date: April 29, 2010 at 9:45 a.m.

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Creditors of Motors Liquidation Co., (f/k/a General Motors Corp.) et al.*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re:	)	
	)	
MOTORS LIQUIDATION COMPANY., <u>et al.</u>	)	Chapter 11
(f/k/a General Motors Corp., <u>et al.</u> )	)	
	)	Case No. 09-50026 (REG)
Debtors.	)	Jointly Administered
	)	

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**STATEMENT REGARDING GENERAL MOTORS LLC'S MOTION  
(I) FOR DECLARATORY RELIEF REGARDING THE STATUS OF CERTAIN  
SUBLEASE, OR, IN THE ALTERNATIVE, RELIEF FROM THE ASSUMPTION  
AND ASSIGNMENT OF A CERTAIN SUBLEASE TO GM PURSUANT TO  
RULE 60(B) AND (II) TO RESCIND THE AGREEMENT TO RESOLVE  
OBJECTION TO CURE NOTICE BETWEEN GM AND  
KNOWLEDGE LEARNING CORPORATION DATED AUGUST 14, 2009**

TO: THE HONORABLE ROBERT E. GERBER  
UNITED STATES BANKRUPTCY JUDGE:

1. Kramer Levin Naftalis & Frankel LLP (the "Applicant" or "Kramer Levin"), counsel to the Official Committee of Unsecured Creditors (the "Committee") of the above captioned as debtors and debtors-in-possession in these chapter 11 cases (collectively, the "Debtors"), hereby submits this Statement (the "Statement") regarding General Motors LLC's Motion (I) for Declaratory Relief Regarding The Status Of Certain Sublease, or, In The Alternative, Relief From the Assumption and Assignment of a Certain Sublease to GM Pursuant to Rule 60(B) And (II) to Rescind the Agreement to Resolve Objection To Cure Notice Between

GM And Knowledge Learning Corporation Dated August 14, 2009 (The “Motion”) and respectfully represents as follows:

**STATEMENT**

2. As set forth in the Motion and the objection of Knowledge Learning Corporation, there is a dispute between New GM and Knowledge Learning Corporation whether a particular contract was properly assumed and assigned to New GM. As the Committee was not involved in the negotiations on the cure amount for the contract, the Committee takes no position with regard to whether there was a mistake to justify relief from the assumption and assignment.

3. However, if the Court grants New GM’s motion, the Debtors should not be saddled with additional claims resulting from the rejection of a previously assumed contract. The Committee submits that, if granted, New GM should be required to pay Knowledge Learning's administrative expense claim from the Petition Date through the effective date of the rejection (in fact, New GM admits that it may be required to fund this claim pursuant to the terms of the MSPA, *see* Motion at ¶38).

Dated: April 26, 2010  
New York, New York

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